

* Contract ID#: S3P311-09M

CFPW15000005
Department: Public Works

CF (Capital)

Contract Details

SERVICE:

NIFS ID #: _____ NIFS Entry Date: _____ Term: from _____ to _____

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name URS Corporation New York	Vendor ID# 11-1445800	Department Contact Joseph L. Davenport	
Address One Penn Plaza Suite 600 New York, NY 10119	Contact Person Jay Gewirtzman	Address 3340 Merrick Rd Wantagh NY 11973	
	Phone (212) 736-4444	Phone (516) 571-7508	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	4/6/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	4/6/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	4/10/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
4/21/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/21/15	[Signature]	
4/22/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/23/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			2015 MAY 13
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
5/13/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/13/15	[Signature]	2015 MAY 13 12:35

Contract Summary

Description: Barnes Avenue Sanitary Sewer Overflow (SSO) Correction Construction Management Services
Purpose: Professional services in regard to construction management of improvements to existing wastewater infrastructure to alleviate the sporadic occurrence of sanitary sewage overflows (SSO) in the vicinity of Barnes Avenue, Baldwin.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: The Request for Proposals (RFP) was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in Newsday. Proposals were received from ten (10) firms on November 14, 2014. The technical proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The proposal submitted by URS Corporation NY having the highest technical rating and a reasonable cost, represents the best value to the County.
Description of General Provisions: The firm shall provide a full-time resident engineer, daily field inspection, an office engineer, monitoring and reviewing contractor's CPM scheduling, perform cost estimating, and other construction management services.
Impact on Funding / Price Analysis: The cost for these services will be encumbered from Capital Project No. 3P311. It is anticipated that these costs will be funded through the New York State Environmental Facilities Corporation (NYSEFC) Storm Mitigation Loan Program (SMLP). The SMLP provides a 25% grant for the cost of the services, and the remainder (75%) funded by a 0% (interest free) loan.
Change in Contract from Prior Procurement: n/a.
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3P
Resp:	311
Object:	009
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ 2,047,500
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW 3P311; sub project 009	\$ 2,047,500
2		\$
3		\$
		\$
APPROVED: <i>J. Imoto</i> 4/21/15		\$
		\$
INSURANCE SECTION	TOTAL	\$ 2,047,500

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Joseph L. Davenport, Chief Sanitary Engineer

Date: Feb 19, 2015

<p align="center">NIFS Certification</p> <p align="center">I certify that this document was accepted into NIFS.</p>	
Name	
Date	

Comptroller Certification	
I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name	
Date	

County Executive Approval

Name: [Signature]

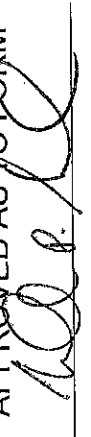
Date: 5/12/15

(For Office Use Only)

E #:

RULES RESOLUTION NO. – 2015

APPROVED AS TO FORM



Deputy County Attorney

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PUBLIC WORKS AND URS
CORPORATION-NEW YORK

WHEREAS, the County has negotiated a personal services agreement
with URS Corporation-New York for construction management for the
Barnes Avenue SSO Correction Project, a copy of which is on file with the
Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with URS Corporation-New York



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: URS Corporation New York

CONTRACTOR ADDRESS: One Penn Plaza, New York, NY 10119

FEDERAL TAX ID #: 11-1445800

Instructions: Please check the appropriate box ("") after one of the following roman numerals, and provide all the requested information.

I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ___ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

___A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

___B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ___ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

___A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

___B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

___C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

___D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. [X] This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

 a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

4/6/15
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

REQUEST TO INITIATE

15-0047

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ☒ RFP☐ RFBC☐ In-House or Requirements Work OrderProject Title: Barnes Ave SSO CorrectionDepartment: Public Works Project Manager: Joseph DavenportDate: February 19, 2015Service Requested: Construction Management

Justification: To ensure that the construction is carried out and completed in accordance with the design documents, it is necessary to retain a firm to provide construction management services, to include: a full-time resident engineer, daily field inspection, office engineer, monitoring and reviewing contractor's CPM scheduling, perform cost estimating, and other construction administrative services.

Requested by: Dept of Public Works / Water & Wastewater Engineering UnitProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$2,050,000.00
Circle appropriate phaseTotal Project Cost: \$26,250,000
Includes, design, construction and CMDate Start Work: 06/2015

Phase being requested

Duration: 21 months

Phase being requested

Capital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project): 3P311 Sm
See Attached Sheet if multiyear ☐NIFS Entered: [Signature]

SIGNATURE

DATE

AIM Entered: [Signature]

SIGNATURE

DATE

Funding Code: 3P311 SAN009

use this on all encumbrances

Timesheet Code: 15-0047

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☐ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. <u>URS Corporation New York</u>	<u>See CoExec Rec Memo dated December 30, 2014</u>		
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval:
Version January 2014

YES NO

Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: December 30, 2014

SUBJECT: Barnes Avenue Sanitary Sewer Overflow (SSO) Correction
Selection of Firm for Construction Management Services
Proposed Agreement No. S3P311-09M

This Department intends to procure a firm to provide construction management services, through a personal service agreement, in regard to construction management for the Barnes Avenue Sanitary Sewer Overflow (SSO) Correction Project. Services shall include a full-time resident engineer, inspection, office engineer, monitoring and reviewing contractor's CPM scheduling, perform cost estimating, and other construction administrative services.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposal (RFP). The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday*.

Proposals from ten (10) firms were received on November 14, 2014. The technical proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed project fee based upon the project duration of twenty-one (21) months.

Firm Name	Rank	Rating	Proposed Cost	Adjusted Cost with Contingency
URS Corporation	1	92.8	\$1,575,000.00	\$2,047,500.00
Dvirka & Bartilucci	2	87.3	\$1,564,050.00	\$2,033,265.00
Liro Constr Mgt	3	86.0	\$1,485,876.00	\$1,931,639.00
Gannett Fleming	4	84.8	\$1,161,137.00	\$1,309,478.00
HAKS Constr Mgt	5	83.3	\$1,650,947.00	\$2,146,231.00
LKB, Inc.	6	82.3	\$1,481,039.00	\$1,925,351.00
GEB HiRise	7	78.8	\$1,259,255.00	\$1,637,032.00
Stantec Consulting	8	78.5	\$2,733,032.00	\$3,552,942.00
Techno Consulting	9	76.8	\$2,137,089.00	\$2,778,216.00
Tectonic Engineering	10	74.0	\$2,497,615.00	\$3,246,900.00

The costs above, with contingencies added, represent the final cost to perform the work associated with the RFP.



Richard R. Walker, Chief Deputy County Executive

December 30, 2014

Page 2

Subject: Barnes Avenue Sanitary Sewer Overflow (SSO) Correction
Selection of Firm for Construction Management Services
Proposed Agreement No. S3P311-09M

URS Corporation submitted an initial cost proposal of \$2,026,420.00 for the construction management services. In consideration of the proposed cost, we believed that further discussion and clarification of the scope of services was needed. Subsequently, URS Corporation submitted a revised cost proposal of \$1,575,000.00.

In reviewing all of the cost proposals received, it was noted that two (2) firms submitted proposals that were much lower than all of the others. Furthermore, review of the cost proposal details indicate that both proposals included few, if any, man-hours for specialized technical support services (process, mechanical, and electrical specialists).

In our professional judgment, the proposal submitted by URS, having received the highest technical rating and proposing a reasonable cost represents the best value to the County. Therefore, we recommend proceeding with a Personal Service Agreement with URS for \$1,575,000.00 (\$2,047,500.00 with contingency) to provide Construction Management Services for the Barnes Avenue SSO Correction Project.

The funding for these professional services is available under Capital Project No. 3P311. It is expected that the cost of these services will be partially eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Additionally, the County is applying for funding for this project through the New York State Environmental Facilities Corporation (NYSEFC) Storm Mitigation Loan Program (SMLP).

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Department procedure(s).

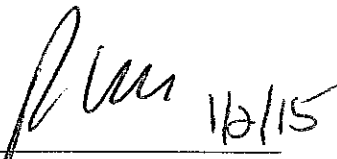


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:cs

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓
Loretta V. Dionisio, Hydrogeologist II

APPROVED:



Richard R. Walker
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) URS Corporation – New York, a consulting engineering firm having its principal office at One Penn Plaza, Suite 600, New York, NY 10119 (the "Firm" or "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term.

This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the twenty first (21) month anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement one year delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the Barnes Avenue SSO Correction Project shall consist of those specific construction management work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved

in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed two million, forty-seven thousand, five hundred (\$2,047,500) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the

Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence,

fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would

suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this

Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the

Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity

acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

URS CORPORATION – NEW YORK



Name: Jay M. Gewirtzman

Title: Vice-President

Date: February 4, 2015

NASSAU COUNTY

Name: _____

Title: Deputy County Executive

Date: _____

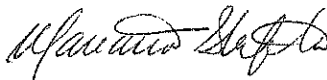
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4th day of February in the year 2015 before me personally came Jay M. Gewirtzman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of URS Corporation - New York, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

MARIANA SHEFLER
 Notary Public, State of New York
 No. 01SH6231570
 Qualified in Queens County
 Commission Expires November 29, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The FIRM shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which will overlap) is summarized below.

2.1 Construction Phase Services

Commencement and Duration - The Construction Phase will commence with the Notice to Proceed for the construction contract for the project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for 19 months. The CM should include one (1) month of pre-construction duties and one (1) month of post-construction duties for a total contract duration of 21 months.

General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC"). The Program Manager will perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project, and will advise the CM of the PLA requirements for this particular project. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures, as well as a copy of the Bay Park Program Construction Management Manual, prepared on behalf of the County by the PM. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (CC). The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras; cellular telephones, computers etc.

Site Conditions - As portions of the Work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, the Program Manager and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County, the Program Manager and the Design Engineer to devise appropriate modifications to the Contract Documents.

Quality Assurance - The FIRM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents, based upon the guidelines presented in the Bay Park Program Construction Management Manual. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Program Manager, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

Scheduling - The CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the

CC. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the Baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same.. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specifications. Upon approval of the baseline and subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC, and shall provide information to the PM for integration to and updating of the Program Master Schedule and shall discuss and agree upon recovery steps with the Program Manager.

Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast. The baseline cash flow forecast and all revisions shall also be forwarded to the PM for integration into the Master Program Budget and Cost Forecasting Tool.

Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

Information Management System – The PM has implemented an information management system (Microsoft Sharepoint in conjunction with Oracle Contract Management) to track and update the status of all pertinent project information. The CM shall reimburse the PM for the cost associated with obtaining and maintaining a license for Contract Management and shall attend training sessions provided by the PM. The CM shall upload all project documents upon receipt from the CC, per the templates developed by the PM. The CM shall utilize the system to generate logs and variance reports which shall be provided to the PM. The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained by the CM for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. The CM shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer, all distribution shall be electronic, for review and approval; within 48 hours of receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24

hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations, in both paper and electronic formats.

CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments. The CM shall provide copies of their recommendations for payment to the PM.

Meetings – Schedule and conduct regular weekly job progress meetings with the CC, the Design Engineer, the County, the Program Manager and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related the Project. The CM shall also attend weekly meetings with the County, the Program Manager and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, and 1 copy to the Program Manager no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report - Report on all critical and important issues, which require the attention of the County
- D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work
- H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.

Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, the Program Manager and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. The CM must review the CC safety program and inform the Department and the Program Manager of its adequacy.

Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County and the Program Manager, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time; and assist the

County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the CM shall confidentially inform the County and the Program Manager of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Bulletins, Proposals and Change Orders, which shall be uploaded regularly into the Contract Management Information System.

Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction. Prior to any declaration of partial occupancy or beneficial work the CM shall coordinate and attend a site review with the Program Manager on behalf of the County.

Field Office - The CM will not be provided space for use as temporary offices during the construction phase. The CM will be able to use facilities at the Bay Park STP or Cedar Creek WPCP for the purposes of meetings and as check in locations.

New York State Revolving Fund Project - The County anticipates funding for this project under the New York State Revolving Fund Program. Accordingly, the CM will be required to comply with Program requirements as well as responsible to assure that the contractor(s) comply with the New York State Environmental Facilities Corporation (NYSEFC) bid packet and guidance documents and forms which are part of the contract documents. The CM will be responsible to administer this program on behalf of the County and provide the NYSEFC with the required compliance information.

2.2 Post Construction Phase Services

Contract Closeout - Conduct final inspections with Design Engineer, the Program Manager and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Design Engineer and the Program Manager for interpretation. Confer with the Design Engineer and the Program Manager, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

Limitation of Services - Nothing contained in this Agreement shall be deemed to require

or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the FIRM for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

The amount to be paid to the FIRM as full consideration for the FIRM's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed two million, forty-seven thousand, five hundred (\$2,047,500) dollars.

Compensation for services provided under the terms of this Agreement shall be on a monthly basis, the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and ten hundredths (2.10).

Subcontractors engaged by the FIRM shall be compensated on the same basis as provided herein for employees of the FIRM. The FIRM shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The FIRM shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The FIRM shall have on file with the Department a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule may be adjusted annually. The FIRM may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy five dollars (\$175.00)

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Thomas J. Clancy, PE (Name)

One Penn Plaza, Suite 600, New York, New York 10119 (Address)

212.896.0104 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

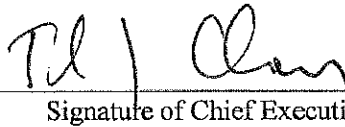
relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

Please see attachment

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

February 4, 2015
Dated


Signature of Chief Executive Officer for Professional Engineering Services

Thomas J. Clancy, PE
Name of Chief Executive Officer for Professional Engineering Services

Sworn to before me this

4th day of February, 20 15.


Notary Public

MARIANA SHEFLER
Notary Public, State of New York
No. 01SH6231570
Qualified in Queens County
Commission Expires November 29, 2018



February 4, 2015

RE: Nassau County Certificate of Compliance: Response to Question 4.

Issue Date	Location	Inspection Number	Description
3/19/2014	Stony Brook, NY	964157.015	<p>OSHA issued seven citations against URS because of actions taken by the general contractor. After issuance, URS met with the OSHA Area Director and provided documentation of URS' efforts to discover issues, reporting them to the owner and having taken all available steps. OSHA recognized that the owner had not acted on the information provided by URS and vacated all citation items with no penalties. OSHA withdrew the full case before the Solicitor even filed a complaint because it concluded that URS should not have been cited.</p> <p>OSHA understood that going forward, URS would not have contractual control over the general contractor but would continue its efforts to notify the owner and also ensure URS employees monitoring quality were protected from any contractor errors.</p> <p>The Area Office also pledged its support to URS' efforts and willingness to address failings of all other parties associated with the job.</p> <p>On November 20, 2014, Regional Solicitor's representative Danielle Thompson again confirmed that all citations were vacated.</p>

If you have any additional questions please do not hesitate to contact me at 212.896.0104 or e-mail me at thomas.clancy@urs.com.

Sincerely,
URS CORPORATION - NEW YORK

Thomas J. Clancy, PE
CEO for Professional Engineering

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Corporation - New York
Address: One Penn Plaza, Suite 610
City and State: New York, NY Zip Code 10119-0698
2. Firm's Vendor Identification Number: 11-1445800
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

URS Corporation - New York, is 100% owned by URS Corporation. 300 California St. 4th Floor, San Fransico, CA 90104

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: Jay M. Gewirtzman

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS CORPORATION – NEW YORK

DIRECTORS

Thomas Clancy*
One Penn Plaza, Suite 600, New York, NY 10119

Michael C. Isola*
One Penn Plaza, Suite 600, New York, NY 10119

Dean Groves*
101 Federal Street, Suite 1000, Boston, MA 02110

OFFICERS

Thomas Clancy* / CEO for Professional Engineering
One Penn Plaza, Suite 600, New York, NY 10119

Michael G. Wilmes / CEO for Land Surveying
500 Enterprise Drive, Suite 3B, Rocky Hill, CT 06067

Martin S. Tanzer* / Executive Vice President
One Penn Plaza, Suite 600, New York, NY 10119

John F. Spencer* / Senior Vice President
One Penn Plaza, Suite 600, New York, NY 10119

Albert Bast* / Senior Vice President
One Penn Plaza, Suite 600, New York, NY 10119

Louis Tucciarone* / Senior Vice President
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Glenn Armstrong* / Vice President
36 East Seventh St., Suite 2300, Cincinnati, OH 45202

Semyon A. Burshteyn / Vice President
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Donald Brice* / Vice President
1375 Euclid Avenue, Suite 600, Cleveland, OH 44115

Octavian Cana / Vice President
One Penn Plaza, Suite 600, New York, NY 10119

John C. Deerkoski / Vice President
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Glenn DiGiovanni* / Vice President
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*indicates contract signing authority

URS CORPORATION – NEW YORK

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Jay Gewirtzman* / Vice President
One Penn Plaza, Suite 600, New York, NY 10119

James Gilsenan* / Vice President
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Dean Groves * / Vice President
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Robert Harvey / Vice President
One Penn Plaza, Suite 600, New York, NY 10119

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Majed Khoury* / Vice President
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Mark Lang* / Vice President
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George Leahy / Vice President
1255 Broad Street, Suite 201, Clifton, NJ 07013

Thomas MacAllen / Vice President
1255 Broad Street, Suite 201, Clifton, NJ 07013

Karen Adams Manion / Vice President
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Ira Quiat / Vice President
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*indicates contract signing authority

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Peter Totten / Vice President
One Penn Plaza, Suite 600, New York, NY 10119

Stephen W. Tull / Vice President*
437 High Street, Burlington, NJ 08016

Frank Vernese* / Vice President
335 Commerce Drive, Suite 300, Fort Washington, PA 19034

Jeffrey W. Vladyka / Vice President
One Penn Plaza, Suite 600, New York, NY 10119

Jack E. Wilcox * / Vice President
77 Goodell Street, Buffalo, NY 14203

Louis Free* / Assistant Vice President
500 Enterprise Drive, Suite 3B
Rocky Hill, CT 06067

Kristin L. Jones / Secretary
9400 Amberglen Blvd.
Austin, TX 78729

Carol Brandenburg-Smith / Assistant Secretary
One Montgomery St., Suite 900
San Francisco, CA 94111

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Corporation
Address: 300 California St. 4th Floor
City and State: San Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 94-1716908
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

URS Corporation is 100% owned by URS Holdings Inc. 1999 Avenue of the Stars, Suite 2600, Los Angeles, CA 90067.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: J. M. Gewirtzman

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS CORPORATION

PARENT

94-1716908

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglen Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Alaska, LLC.

Address: 911 West Eighth Avenue

City and State: Anchorage, AK Zip Code 99501

2. Firm's Vendor Identification Number: 94-1684024

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ ☒ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).


URS Alaska LLC. is 100% owned by URS Corporation, 6300 California St, 4th Floor, San, Francisco, CA 94104

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: 

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS ALASKA, LLC

26-2223260

William Ettenger	Member Representative	8181 East Tufts Ave., Denver, CO 80237
H. Thomas Hicks	Member Representative	300 California Street, 4th Floor, San Francisco, CA 94104
William Ettenger	President	8181 East Tufts Ave., Denver, CO 80237
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglen Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Greiner Woodward - Clyde Consultants Inc.
Address: 6300 California St. 4th Floor
City and State: San Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 94-1684024
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp, but not Publicly Held _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).


URSGreiner Woodward - Clyde Inc. is 100% owned by URS Corporation, 300 California St. 4th Floor. San Francisco, CA 94104

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: 

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS GREINER WOODWARD-CLYDE CONSULTANTS, INC.

94-1684024

John F. Spencer	Director	One Penn Plaza, Suite 600, New York, NY 10119
Glenn R. DiGiovanni	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
William Ettenger	Director	8181 East Tufts Avenue, Denver, CO 80237
Glenn R. DiGiovanni	CEO-Engineering	1255 Broad Street, Suite 201, Clifton, NJ 07013
John F. Spencer	Sr VP & Treasurer	One Penn Plaza, Suite 600, New York, NY 10119
Kristin L. Jones	Secretary	9400 Amberglen Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS International, Inc.
Address: 300 California St. 4th Floor
City and State: San, Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 94-3128864
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

URS International Inc. is 100% owned by URS Corporation 300 California St. 4th Floor. San Francisco, CA 94104.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: Jay M. Gewirtzman

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS INTERNATIONAL, INC.

94-3128864

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglen Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Corporation - Ohio
Address: 300 California St. 4th Floor
City and State: San Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 34-0939859
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).


URS Corporation - Ohio is 100% owned by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: 

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS CORPORATION - OHIO

34-0939859

Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
James R. Linthicum	Director	277 W. Nationwide Blvd., Columbus, OH 43215
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglenn Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Corporation Services
Address: 300 California St. 4th Floor
City and State: San, Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 23-1891899
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

URS Corporation Services is owned, 33.33% by URS Corporation 300 California St. 4th Floor, San Francisco, CA, 94104.
33.33% by Lewis Robinson, 2020 K Street NW, Suite 300, Washington, DC 20006-1806; 16.67% by Nabil Jamma, 1501 4th Ave, Suite 14001
Seattle, WA 98101 and 16.67% by Jeffrey Guzy, 625 West Ridge Pike, Suite E-100, Conshohocken, PA 19428

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: 

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS CORPORATION SERVICES

23-1891899

Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Nabil Jammal	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglen Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Corporation Great Lakes
Address: 300 California St. 4th Floor
City and State: San Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 23-1891899
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. Corp. but not Publicly Held _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).


URS Corporation Great Lakes is 100% owned by URS Corporation 300 California St. 4th Floor. San Francisco, CA 94104.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: 

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS CORPORATION GREAT LAKES

38-1776252

Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
James R. Linthicum	Director	277 West Nationwide Blvd., Columbus, OH 43215
Robert Vensas	Director	3950 Sparks Dr SE, Grand Rapids, MI 49546
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglen Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Corporation AES
Address: 300 California St. 4th Floor
City and State: San Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 06-1258488
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

URS Corporation AES is owned 25% by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104. 25% by Ronald Sacchi
500 Enterprise Drive Suite 3B, Rocky Hill, CT 06067. 25 %by Michael G. Wilmes, 500 Enterprise Drive Suite 3B, Rocky Hill, CT 06067 and
25% by Lewis Robinson, 2020 K Street NW, Suite 300, Washington, DC 20006-1806.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: Jay M. Gewirtzman

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS CORPORATION AES

06-1258488

Michael G. Wilmes	Director	500 Enterprise Dr., Suite 3B, Rocky Hill, CT 06067
Ronald Sacchi	Director	500 Enterprise Dr., Suite 3B, Rocky Hill, CT 06067
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	President	2020 K Street NW, Suite 300, Washington, DC 20006
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglenn Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Construction Services, Inc.
Address: 300 California St. 4th Floor
City and State: San Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 59-3662286
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

URS Construction Services, Inc. is 100% owned by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 1/28/15

Signed: 

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS CONSTRUCTION SERVICES, INC.

59-3662286

Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Timothy Keener	Director	1600 Perimeter Park Dr., Ste 400, Morrisville, NC 27560
Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglenn Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Architecture & Engineering - New York P. C.

Address: 300 California St. 4th Floor

City and State: San. Francisco. CA Zip Code 94104

2. Firm's Vendor Identification Number: 51-0494000

3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☒ Professional Corporation ☐ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

URS Architecture & Engineering - New York P. C. is 100% owned by Lewis Robinson. 2020 K Street NW, Suite 300, Washington, DC 20006-1806.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

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Dated: 1/28/15

Signed: J M Gewirtzman

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS ARCHITECTURE & ENGINEERING - NEW YORK, P.C.

51-0494000

Glenn R. DiGiovanni	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
John F. Spencer	Director	One Penn Plaza, Suite 600, New York, NY 10119
Lewis W. Robinson	Director	2020 K Street NW, Suite 300, Washington, DC 20006
Lewis W. Robinson	CEO-Architecture	2020 K Street NW, Suite 300, Washington, DC 20006
John F. Spencer	CEO-Prof. Engineering	One Penn Plaza, Suite 600, New York, NY 10119
John F. Spencer	Treasurer	One Penn Plaza, Suite 600, New York, NY 10119
James Gilsenan	VP, Secretary	1255 Broad Street, Suite 201, Clifton, NJ 07013

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Architecture - Oregon, Inc.
Address: 300 California St. 4th Floor
City and State: San. Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 01-0797742
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

URS Architecture - Oregon, Inc. is 100% owned by URS Corporation, 300 California St. 4th Floor San Francisco, CA 94104

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

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Dated: 1/28/15

Signed: J M Gewirtzman

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS ARCHITECTURE - OREGON, INC.

01-0797742

James Young	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Michael Rosenfeld	Director	1501 4th Avenue, Suite 1400, Seattle, WA 98101
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglenn Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: URS Architects/Engineers, Inc.
Address: 300 California St. 4th Floor
City and State: San Francisco, CA Zip Code 94111
2. Firm's Vendor Identification Number: 22-3108395
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

URS Architects/Engineers. is owned 33.33% URS Corporation, 300 California St. 4th Floor San. Francisco, CA 94104 46.66% , Glenn Digiovanni
1255 Broad Street, Suite 201, Clifton, NJ 07013, and 20% James M. Gilsenan, 1255 Broad Street, Suite 201, Clifton, NJ 07013

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

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Dated: 1/28/15

Signed: J M Gewirtzman

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

URS ARCHITECTS/ENGINEERS, INC.

22-3108395

James Gilsenan	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
Glenn R. DiGiovanni	Director	1255 Broad Street, Suite 201, Clifton, NJ 07013
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglen Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Forerunner Corporation
Address: 300 California St. 4th Floor
City and State: San, Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 84-1344715
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Corp. but not Publicly Held _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

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Forerunner Corporation. is 100% owned by URS Corporation, 300 California St. 4th Floor. San Francisco, CA 94104

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

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Dated: 1/28/15

Signed: Jay M. Gewirtzman

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

FORERUNNER CORPORATION

84-1344715

Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglen Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: E. C. Driver & Associates, Inc.
Address: 300 California St. 4th Floor
City and State: San Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 59-2375705
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. Corp. but not Publicly Held _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

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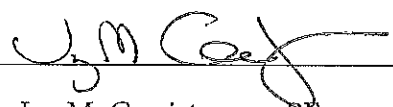
E. C. Driver & Associates is 100% owned by URS Corporation - New York: One Penn Plaza, Suite 600, New York, New York 10119

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

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Dated: 1/28/15

Signed: 

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

E.C. DRIVER & ASSOCIATES, INC.

59-2375705

Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Timothy Keener	Director	1600 Perimeter Park Dr., Ste. 400, Morrisville, NC 27560
Thomas W. Bishop	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Mario Echagarrua	President	150 E. Palmetto Park Rd., #400, Boca Raton, FL 33432
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglenn Blvd., Austin, TX 78729

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LopezGarcia Group Inc.
Address: 300 California St. 4th Floor
City and State: San. Francisco, CA Zip Code 94104
2. Firm's Vendor Identification Number: 75-2246645
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. Corp. but not Publicly Held _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Please See Attachment A

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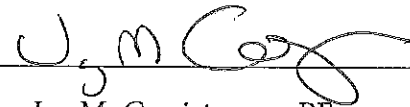
LopezGarcia Inc., is 100% owned by URS Corporation, 300 California St. 4th Floor, San Francisco, CA 94104.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Please See Attachment B

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Dated: 1/28/15

Signed: 

Print Name: Jay M. Gewirtzman, PE

Title: Vice President

LOPEZGARCIA GROUP, INC.

75-2246645

Vincent Provenza	Director	3500 N. Causeway Blvd., Suite 900, Metairie, LA 70002
Paul M. Boechler	Director	300 California Street, 4th Floor, San Francisco, CA 94104
Thomas W. Bishop	President	300 California Street, 4th Floor, San Francisco, CA 94104
Keenan Driscoll	Treasurer	1999 Ave. of the Stars, Suite 2600, Los Angeles, CA 90067
Kristin L. Jones	Secretary	9400 Amberglen Blvd., Austin, TX 78729